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November 9, 2001

David H. Patrick
The Pepsi Bottling Group
One Pepsi Way
Somers, New York 10589

Re: Access Agreement - Vasquez Boulevard/I-70 Superfund Site, Denver, Colorado

Dear Mr. Patrick:

Enclosed for your files is an original, fully executed access agreement between Pepsi and Asarco for your Denver facility. If you have any questions at any time, please feel free to call me or Asarco's site manager, Robert Litle, who can be reached at (303) 296-5115.

Thank you for your assistance.

Very truly yours,

Linda R. Larson

Enclosure

cc: Nancy Mangone (w/ enc)
Robert Litle (w/o enc)

ACCESS AGREEMENT

THIS AGREEMENT is by and between the undersigned property owner(s) ("Owner") and ASARCO Incorporated ("Asarco") and their respective agents, employees, contractors, and subcontractors, referred to herein individually by name or as the parties.

RECITALS

A. On November 17, 2000, the United States Environmental Protection Agency ("EPA") provided a draft Administrative Order on Consent For Remedial Investigation/Feasibility Study ("AOC") and draft Statement of Work ("SOW") to the parties outlining the process for performing a Remedial Investigation/Feasibility Study ("RI/FS") at Operable Unit 02 (Omaha-Grant Smelter Site Location) of the Vasquez Boulevard/I-70 Superfund Site ("the VB/I-70 Site"). Asarco has entered into an AOC, which includes a SOW, to perform the RI/FS under the oversight of EPA and the State of Colorado ("State"), a copy of which is attached hereto as Exhibit A.

B. Asarco requires access to that portion of Owner's property which includes portions of Operable Unit 02 of the VB/I-70 Site to perform the RI/FS, and Owner, pursuant to the terms hereof, wishes to provide such access.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Owner and Asarco agree as follows:

1. Identification of Owner:

1.1	Name(s) of Owner:	<u>Bottling Group, LLC</u>
	Owner's Representative:	<u>David H. Patrick, Esquire</u>
	Property Address:	<u>3801 Brighton Boulevard</u>
	City, State, Zip:	<u>Denver, Colorado 80216</u>
	If Different-- Mailing Address:	<u>1 Pepsi Way</u>
	City, State, Zip:	<u>Somers, New York 10589</u>
	Telephone:	<u>(914) 767-7107</u>
1.2	Asarco's Representative:	<u>Robert A. Little</u>
	Telephone/Pager:	<u>(303) 296-5115</u>

Address: 495 East 51st Avenue
City, State, Zip: Denver, CO 80216-2098

Asarco's Representative will be available to respond to questions regarding work performed by Asarco or its contractors during regular business hours. Emergency contact information will be provided to Owner prior to commencement of work on Owner's property.

2. Description of Property. Owner is the owner of real property located in Denver County, State of Colorado, Tax Parcel No. attached. The portion of such real property which comprises portions of Operable Unit O2 of the VB/I70 Site shall be referred to herein as the "Property."

3. Grant of Access. Owner grants Asarco, its agents, employees, contractors and subcontractors, and EPA and the State and their respective agents, employees, contractors, and subcontractors, the right to enter the Property for the purposes of implementing the AOC and SOW, subject to the terms and conditions of this Access Agreement.

4. Availability of Access. Subject to the terms and conditions hereof, Asarco shall have access to the Property at all reasonable times for the duration of this Access Agreement. Access to the Property shall be solely for the purpose of carrying out the terms of this Access Agreement. No later than ten (10) days prior to each date of desired access to the Property, Asarco shall deliver to the Owner's Representative a written description of the specific work to be performed, the location of the work, the date of the work, the time or times during the day when work will occur, the number of people needing access, the nature of the equipment to be used, the type of investigation to be performed, and the specific parameters for which testing will be performed. If the Owner so desires, within five (5) days of its receipt of the written description, Owner may arrange with Asarco's Representative to meet and discuss such reasonable conditions to the performance of the work as may be necessary to minimize disruption to Owner's activities on the Property and to maximize safety of Asarco's work. In the event that the Owner fails to contact Asarco's Representative within such five (5) day period, then Owner's approval to access for conduct of the work shall be deemed granted without condition.

5. Duration of Agreement. This Access Agreement shall be effective when all parties have executed it as evidenced by their signatures below and shall remain in effect until certification by EPA that the AOC and SOW have been satisfactorily completed, or such earlier date as EPA may authorize.

6. Independent Contractor. Asarco represents that it and any employee, agent, consultant, contractor, or subcontractor retained by Asarco are independent contractors and are not employees of or agents for Owner. This Agreement is solely an Agreement for providing Asarco access to Owner's Property and does not create a partnership, joint venture, agency, or other relationship. Asarco is an independent contractor, and shall have no authority to act on behalf of Owner or to bind Owner in any way.

7. Performance of the Work. Asarco will use best efforts to minimize disruption to Owner during performance of the RI/FS and comply with safety conditions as discussed with Owner pursuant to Paragraph 5 above. Asarco assumes the risk of identifying the locations of any underground utilities prior to any excavations on the Property. Any damages to structures at the Property shall be promptly repaired in a workman-like manner. Asarco agrees that the work to be performed pursuant to this Access Agreement shall be performed in compliance with any federal, state, or local laws, ordinances, or regulations which may be applicable. At the conclusion of the work for each access event, Asarco shall immediately remove from the Property and be responsible for (i) any and all drill cuttings, (ii) waste of any form, and (iii) equipment. In the event groundwater monitoring equipment remains on the Property and is unattended by agents of Asarco, such equipment shall be flush with the surface of the Property. Following completion of the work, Asarco shall restore the surface of the Property to substantially its condition immediately preceding the performance of the work.

8. Coordination and Cooperation. If requested to do so by Asarco, Owner agrees to use its best efforts to attend meetings with EPA and the State.

9. Insurance. Asarco agrees to provide Owner with copies of the certificates of insurance that they will be required to obtain under the AOC.

10. Expense. Entry into this Access Agreement does not bind any party to sponsorship or financing of the performance of the RI/FS. Entry into this Access Agreement shall be of no effect as to any past or future liabilities in connection with Operable Unit 02 or the VB/I-70 Site, and shall not constitute evidence of an appropriate allocation of responsibility for liabilities related to Operable Unit 02 or the VB/I-70 Site.

11. Denial of Liability. Each party understands and agrees that, by entering into this Access Agreement, it and the other parties to this Access Agreement do not admit, and specifically deny liability or fault for, any and all of the facts, legal contentions and occurrences alleged against it with respect to Operable Unit 02 and/or the VB/I-70 Site. Neither this Access Agreement, any information shared between the parties, nor any action taken by any party pursuant to this Access Agreement shall constitute, be interpreted, construed or used as evidence of any admission of liability, law or fact, a waiver of any right or defense, nor an estoppel against any party by parties as among themselves or by any person not a party; *provided that* this Access Agreement may be used to enforce the terms of this Access Agreement.

12. Asarco not EPA or State Representative. Asarco is not, and shall not be deemed to be, a representative or agent of EPA or the State with respect to the RI/FS.

13. Entire Agreement. This Access Agreement constitutes the complete agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements or understandings, written or oral. No waiver under this Access Agreement shall be valid unless it is given in writing and duly executed by the party to be charged therewith. This Access Agreement may be amended only by a writing signed by each of the parties hereto. The invalidity or unenforceability of any provision of this Access Agreement shall not affect the other provisions hereof, and this Access Agreement shall be construed as if such invalid or

unenforceable provision were omitted. This Access Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

14. Jurisdiction. This Access Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado.

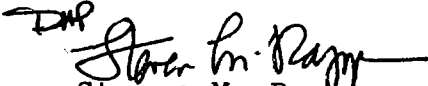
15. Execution in Counterparts. This Access Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

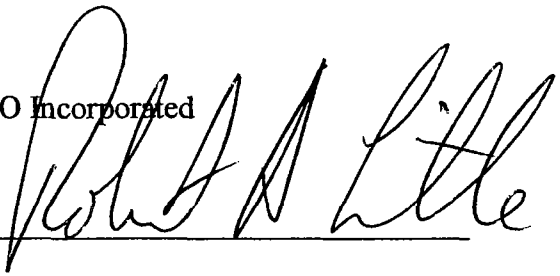
16. Authority to Enter Into Agreement. Each person signing this Access Agreement represents that he or she has been duly authorized to enter into this Access Agreement by the party on whose behalf it is indicated that the person is signing. If signed by an attorney for a party, such attorney represents that he or she is fully authorized to enter into this on behalf of his or her client(s) and thereby binds his or her client(s) to all obligations imposed by this Access Agreement.

AGREED to as of the last date written below.

OWNER(S): Bottling Group, LLC

ASARCO Incorporated

By: 
Steven M. Rapp

By: 

Its: Managing Director Delagatee

Site Manager

Date: October 30, 2001

Date: November 5, 2001

ATTACHMENT 1
(Tax Parcel Numbers)

The following are the Tax Parcels Numbers for the property known as 3801 Brighton Boulevard, Denver, Colorado.

02232-00-197-000

02233-00-009-000

02233-00-052-000

02233-03-038-000

02233-06-001-000

02233-07-009-000